

## **EXHIBIT C**



Urban Justice Center  
666 Broadway, 10<sup>th</sup> floor, New York, NY 10012  
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## Fax Cover Sheet

To: Kevin Doherty

From:

David Colodny

Agency/Company:

Joel Greenwald & Assoc.

Sender's Phone # and email:

(646) 459-3006

dcolodny@urbanjustice.org

Fax #: 845-639-0752

Date: 5/10/06

Phone #:

# of Pages (incl. cover): 3

Re: Azzura Deli

cc:

Notes/Comments:

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## Urban Justice Center

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May 10, 2006

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### VIA FACSIMILE

Mr. Kevin Doherty, Esq.  
Joel Greenwald & Associates, P.C.  
151 North Main Street  
Post Office Box 490  
New City, NY 10956  
(845) 639-0752 (fax)

Re: *Zeferino Ramirez and Natalio De Jesus v. Sang Lee et al.*

Dear Mr. Doherty:

I am writing to follow up on the phone message that I left on your voice mail on May 4<sup>th</sup>. As I indicated in the message, Sonal Desai has recently left Shearman & Sterling so please direct correspondence on this matter either to Marc Ashley at Shearman & Sterling or to me.

If I understand the most recent communications that occurred between you and Ms. Desai, you had forwarded some information from your clients as to the wages your client claims it paid to Mr. Ramirez for portions of his employment, and to Mr. DeJesus for all of his employment. At this point, we still have not received your clients' position as to the wages paid or hours worked for the remainder of Mr. Ramirez's employment. We also have not received any offer of settlement from your clients.

Based on the information provided to us by our clients and by yours, we continue to believe that your clients have violated the minimum wage and overtime laws, and we are prepared to litigate this matter if necessary. The documents provided by your clients, even if accurate, would still render the deli liable to our clients for overtime premiums at half of their regular rate of pay since the deli paid a fixed weekly wage for a fixed number of hours throughout our clients' employment. *See, e.g., 29 C.F.R. § 778.113 (fixed salaries for a fixed workweek).* We continue to assert that there are also minimum wage violations for much of Mr. Ramirez's employment, and that assertion is not contradicted by

any records provided by your clients. In addition, Mr. Ramirez has a spread of hours claim and both clients have a claim for maintenance of uniforms. These claims also are not contradicted by any of your clients' records.

Because the last tolling agreement has expired, we request that your clients enter into an additional tolling agreement for the purposes of trying to settle this matter. If they are not willing to do so, we will file a complaint in the Southern District very shortly. Please let me know before the end of this week whether your clients will enter into a tolling agreement.

In short, our clients remain interested in trying to resolve this matter through a settlement, but in order to do so your clients must state their position as to the hours worked and wages paid, along with their own calculation as to what they believe they owe. We previously provided our calculations to you for settlement purposes, and although we may revise those calculations slightly based on the additional information we have received, the revised calculations will not likely be significantly different.<sup>1</sup> Please contact me at your earliest convenience to discuss any of these matters at (646) 459-3006. I will look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "David A. Colodny".

David A. Colodny  
Sr. Staff Attorney

cc: Marc Ashley, Esq., Shearman & Sterling LLP

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<sup>1</sup> One revision that we will make is to exclude Mr. De Jesus' claims for the period prior to January 2005 as it appears likely that he began working in January rather than September 2004.

HP OfficeJet K Series K80  
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Log for  
Urban Justice Center  
(212) 533-2241  
May 10 2006 1:32pm

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**Last Transaction**

<u>Date</u>	<u>Time</u>	<u>Type</u>	<u>Identification</u>	<u>Duration</u>	<u>Pages</u>	<u>Result</u>
May 10	1:31pm	Fax Sent	918456390752	0:52	3	OK

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